

**EXHIBIT B**

PLYMOUTH COUNTY COMMISSION

AND

PLYMOUTH COUNTY SHERIFF'S DEPARTMENT

CONTRACT

FOR

MEDICAL AND HEALTH SERVICES

WITH

DR. JOHN HOWARD, AKA  
INSTITUTIONAL HEALTHCARE SERVICES  
OF NEW ENGLAND

194 MAIN ST.  
WAREHAM, MA 02571  
508-295-4450

Approved as to Form

  
Director of Legal Services

Dated: 11/12/05

This Contract shall terminate on January 17, 2006, unless terminated under the following conditions:

*a. Without Cause* – The Plymouth County Sheriff reserves the right to cancel this Contract, without cause, at any other time with at least thirty (30) days notice.

*b. For Cause* – If, in the opinion of the Plymouth County Sheriff's Department, the Contractor fails to fulfill its obligations under the Contract, the Plymouth County Sheriff's Department may terminate the Contract by giving thirty (30) calendar days written notice to the Contractor at any time. The Contract shall be terminated immediately in the event of fraud or program abuse.

*c. Emergency* - The Plymouth County Sheriff's Department may terminate or suspend the Contract for up to sixty (60) calendar days by providing written notice to the Contractor stating the Plymouth County Sheriff's Department action, in the form of telegram, mailgram, hand-carried letter or other appropriate written means, if the Plymouth County Sheriff's Department determines that immediate action is necessary to protect Plymouth County, State or Federal funds or property, or to protect persons from injury. Such termination or suspension shall be effective upon receipt by the Contractor of notice of either suspension or termination. In the case of a suspension under this paragraph, the notice of suspension shall be accompanied by instructions from the Plymouth County Sheriff's Department specifying requisite action(s) by the Contractor to remove the suspension, a proposed timetable for meeting those requirements and a description by the Plymouth County Sheriff's Department of allowable activities and costs, if any, during the suspension period. Failure by the Contractor to remedy the stated deficiencies according to the timetable prescribed by the Plymouth County Sheriff's Department shall be cause for immediate termination.

*d. Plymouth County Sheriff's Department Remedies Upon Termination for Cause or For Emergencies.* Notwithstanding the terms contained in this section, in the event of termination, the Contractor shall not be relieved of liability to the Plymouth County Sheriff's Department

damages: (a) such sum as, at the time of termination, Plymouth County Sheriff's Department reasonably determines that it shall require to compensate a subsequent Contractor to complete the delivery of service, and (b) the sum reasonably determined by the Plymouth County Sheriff's Department for all the direct and indirect costs resulting from the delay in the delivery of services upon the Contractor's default. The Contractor further covenants and agrees with the Plymouth County Sheriff's Department that the Contractor shall pay all the Plymouth County Sheriff's Department's costs and expenses (including attorney's fees) incurred or paid in obtaining and enforcing any court order favorable to the Plymouth County Sheriff's Department for any obligation of the Contractor under the Contract.

*e. Obligation in the Event of Termination* – Upon termination of the Contract, all documents, finished or unfinished, data, studies and reports prepared by the Contractor pursuant to the Contract shall become the property of the Plymouth County Sheriff's Department. Copies of finished and unfinished documents, data, studies and reports generated as a necessary part of performing the Contract shall be delivered to the Plymouth County Sheriff's Department upon reasonable request, and shall be retained by the Sheriff's Department for future use. The Plymouth County Sheriff's Department shall promptly pay the Contractor for all services performed and for all costs and non-retractable commitments reasonably incurred in the performance of the Contract to the effective date of termination, provided the Contractor is not in default of the terms of the Contract and submits to the Plymouth County Sheriff's Department properly completed invoices, with supporting documentation, covering such services no later than forty-five (45) calendar days after the effective date of termination, and that the Contractor make every reasonable effort to minimize or recover costs incurred.

3.

### **FAMILIARITY WITH REQUIREMENTS**

Dr. John Howard and Institutional Healthcare of New England by signing this Contract attests that it is thoroughly familiar with the requirements of their proposal submitted in response to the Plymouth County RFP opened in December 1998 and this Contract and how those requirements relate to



was formulated without collusion with any person, representative, agent or party submitting a competing Proposal. The Contractor will sign this form and return it with the executed Contract.

5. **TAX COMPLIANCE CERTIFICATE**

Attached to this Contract is a Tax Compliance Certificate. By signing the Tax Compliance Certificate, the Contractor is declaring the fact that all Massachusetts Tax Obligations have been met. The Contractor will sign this form and return it with the executed Contract.

6. **INDEPENDENT PARTY**

Under the Contract, the Contractor declares itself to be at all times acting and performing as an independent party, and nothing in the Contract is intended to constitute a partnership or joint venture between the Contractor and the Plymouth County Sheriff's Department.

7. **CONFLICT OF INTEREST**

No officer or employee of the Plymouth County Correctional Facility or Plymouth County Sheriff's Department shall participate in any decision relating to this Contract which effects his/her financial or personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested. No officer or employee of Plymouth County shall have any interest, direct or indirect, in the Contract or proceeds thereof.

8. **POLITICAL ACTIVITY PROHIBITED**

None of the services to be provided by the Contractor shall be used for any Partisan, political activity or to further the election or defeat of any candidate for public office.

10.

**ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign in whole or in part or otherwise transfer any interest in the Contract without the prior written consent of the Plymouth County Sheriff's Department; provided, however, that present and prospective claims for money due and owing to the Contractor from the Plymouth County Sheriff's Department hereunder may be assigned to a bank, trust company or financial institution insured by the Federal Deposit Insurance Corporation (FDIC) without such consent so long as notice of such assignment is promptly furnished to the Plymouth County Sheriff's Department. Any complete or partial assignment of the Contractor's interest in the Contract shall require the assignee, at the Plymouth County Sheriff's Department's discretion, to supply such further information as the Plymouth County Sheriff's Department deems necessary to comply with Plymouth County Rules and Regulations governing Contracts for services. Any such assignment, in whole or in part, shall also be expressly made subject to all defenses, set-offs or counter-claims which would have been available to the Plymouth County Sheriff's Department against the Contractor in the absence of such assignment.

11.

**SUBCONTRACTING**

None of the services to be provided by the Contractor pursuant to the Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Plymouth County Sheriff's Department. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under the Contract except as specifically set forth in the instrument of approval. All subcontracts shall be in writing and shall contain provisions that are functionally identical to and consistent with, the provisions of this Contract. The Plymouth County Sheriff's Department shall have the right to obtain a copy of any subcontract upon request.